

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE 1 OF 2 PAGES					
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE 30 JUL 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE					
USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922				SEE ITEM 6							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)							
				X				9A. AMENDMENT OF SOLICITATION NO. W9123P7-04-B-0008			
								9B. DATED (SEE ITEM 11) 28 JUN 2004			
								10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A			
10B. DATED (SEE ITEM 13) N/A											
CODE				FACILITY CODE							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 OAKLAND HARBOR NAVIGATION IMPROVEMENT - 50 FOOT DEEPENING PROJECT INNER AND OUTER HARBOR DREDGING PHASE 3B AND 3C
 ALAMEDA AND SAN FRANCISCO COUNTIES, CALIFORNIA

1 ENCL: 1) 02480.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Dredging

will be no compensation for unused downtime-days.

6.2.2 The Montezuma operator, working 24 hours per day – 7 days per week, if necessary, will offload every scow delivering acceptable material to the site, but the Government cannot require the Montezuma operator to offload more than 16,000 CY per production day. The Contractor shall deliver between 4000 CY and 16,000 CY of dredged material to Montezuma every production day. The Contractor will not be reimbursed for standby time if the Contractor attempts to deliver more than 16,000 CY in a production day and the Montezuma operator cannot accept the excess delivery. The Contractor will not be required to and shall not deliver dredged material to Montezuma on non-production days.

6.2.2.1 The Contractor shall position the scow (or barge) within reach of the suction boom equipment and shall provide tugboats to maneuver the scow during off-loading at the Montezuma site. The towing vessel, which transports the scow to the Montezuma disposal site, shall maneuver the scow to the off-loader and assist Montezuma personnel securing the scow to the off-loader. The towing vessel shall then move to the designated waiting area and shall wait until the off-loader empties the scow. After completion of the dredge material offloading, the towing vessel shall maneuver itself and provide assistance releasing the scow from the Montezuma off-loader and shall return the scow to the project site.

6.2.2.2 The Contractor is responsible for all damage done to the wharf structure or to the Montezuma off-loader (Liberty), caused by movement of scows or other vessels under the Contractor's control. The Contractor is also responsible for all damage caused to the off-loader, sediment pumps and pipeline caused by debris with a dimension greater than 10-inches. See Paragraph 5.7.1 Debris plan.

6.2.3 The Contractor shall coordinate the arrival of scows at the disposal site with the Montezuma operator to minimize delays in starting the offloading process.

6.2.3.1 The Montezuma operator is allowed three 24-hour downtime-days per month, which do not carry forward to the next month, and an additional seven 24-hour downtime-days for the duration of the contract.

6.2.3.1.1 When Montezuma completes the placement of WNC material in any combined WNC/WC cell and declares the WNC cell is momentarily filled to maximum capacity, and there is no further capacity in other cells to receive dredged materials, then Montezuma is allowed 14-calendar days downtime for that WNC placement cell to settle and drain, prior to placement of WC material. Montezuma shall notify the Contracting Officer and Dredging Contractor with a written statement declaring that the WNC cell is momentarily filled to maximum capacity and that there is no further capacity in other cells to receive dredged materials. The dredging contractor will not be entitled to the 14-calendar day downtime and shall adjust his dredging plan schedule as required.

6.2.3.2 When the Montezuma operator declares a downtime-day, the Contractor is not required to and shall not deliver dredged material to Montezuma. As long as the Montezuma operator has downtime-days for the time that dredged material cannot be accepted at Montezuma, the Contractor will not be entitled to standby costs.

6.2.4 Standby Cost. For non-downtime production-days, a delay of up to 4 hours in starting the offloading process at Montezuma will not entitle the Contractor to standby costs. For delays greater than 4 hours on non-downtime production days, or on downtime days which exceed the allowable downtime as described in Paragraph 6.2.3.1, the Contracting Officer will request a price proposal from the Contractor for standby cost.

6.2.4.1 The entitlement to standby costs ends as soon as the disposal site reports readiness to accept the disposal of dredged materials.

6.2.4.2 If the Contracting Officer directs placement of all WC material to the MHEA for the short term, then the Contracting Officer will request a price proposal for